leads to the same result, inasmuch as the act has been uniformly construed as creating a new right of action for the beneficiaries. *American R. R.* v. *Didricksen*, 227 U. S. 145, 149; *Wellman* v. *Bethea* (1917), 243 Fed. 222, 225. Even defeating the wife's recovery has some justification on account of Washington statutes which would make it impossible for the court to keep the husband from sharing it. This fact answers the strongest arguments against *Darbrinsky* v. *Pennsylvania Co.* (1915), 248 Pa. St. 503, 94 Atl. 269, L. R. A. 1915 E. 781. But there is an admitted conflict. 29 HARV. L. REV. 99; 25 YALE L. J. 244; 15 COL. L. REV. 629.

EVIDENCE—VIEW IN A FOREIGN STATE.—Libel for divorce on the ground of adultery. A general statute authorized the court, in its discretion, to order a view. The judge, without exception of either party, ordered a view in Massachusetts of premises where the acts of adultery were alleged to have been committed. The judge took the view in the presence of both parties. *Held,* that it was not error to order a view in a foreign state. *Carpenter* v. *Carpenter* (N. H. 1917), 101 Atl. 628.

Only one other case has been found in which the question of the propriety of a view outside of the state was raised. In this case, *State* v. *Hawthorn*, 134 La. 979, 64 So. 873, the court held that it was not error to refuse a view in a foreign state, on the ground that such a view would be beyond the jurisdiction of the court. The instant case held that no question of jurisdiction was involved but only one of procedure. A resort to analogy seems to sustain the court. Statutes in many states provide personal service of process may be made on a person in a foreign state, in some cases through the sheriff of the court issuing the writ; in others, through the sheriff of the county where the service is made. NEBR. CODE, Section 81; KANS. CODE, Section 76. This service is effective only when the proceeding is *in rem*. It is not employed to give the court jurisdiction. That the court has because the *res* is before it. The service is nothing but a procedural step to apprise the defendant of the proceedings in the other state as a suitable foundation for a judgment against property already within the jurisdiction of the court. *Pennoyer* v. *Neff*, 95 U. S. 714. Similarly, the view is solely a procedural act to facilitate proceedings over which the court has already obtained jurisdiction. Another analogy is found in the case of statutes which provide for the appointment of commissioners in foreign states who are authorized to take depositions. These are given the same effect as though taken within the state. This again is an act of procedure without the state which is an aid to the legal proceedings within the state.

GIFTS—CAUSA MORTIS—CONSTRUCTIVE DELIVERY OF AUTOMOBILE.—Deceased, on his deathbed, made the following statement to his fiancee who had ministered to his wants during his illness, "I give you my automobile, May." The lady took charge and had possession of the machine for several days thereafter until it was seized by the administrator of the deceased's estate. *Held,* the subsequent acceptance and taking of dominion by the donee was sufficient to satisfy the rule of law requiring delivery to sustain a gift *causa mortis*. *Mackenzie* v. *Steeves* (Wash. 1917), 167 Pac. 50.

The necessity for a delivery in cases of gifts *mortis causa* has been productive of much trouble for the courts. The ease with which such gifts, unlimited in amount, may be established, has caused the courts to look upon them with disfavor, and has resulted in many of them adhering to the rule laid down in the early case of *Ward* v. *Turner,* 2 Ves. Sr. 431, requiring actual delivery of the thing itself, if capable of delivery, and some symbolical act equivalent to such delivery in case the subject of the gift was incapable of manual tradition. *Drew* v. *Hagerty,* 81 Me. 231, 17 Atl. 63, 3 L. R. A. 230; *Keepers* v. *Fidelity Title, etc. Co.,* 56 N. J. Law 302, 28 Atl. 585, 23 L. R. A. 184; *Apache State Bank* v. *Daniels,* 32 Okla. 121, 121 Pac. 237, Ann. Cas. 1914A, 520. As the court in *Hatch* v. *Atkinson,* 56 Me. 324, puts it, "It is far better that occasionally a gift of this kind should fail than that the rules of law be so relaxed as to encourage fraud and perjury." Other courts, acting on the principle that the law favors the disposition of property by the owner before death, hold that the donor's intention, when clearly ascertained, is not to be thwarted by a narrow and illiberal construction of what may have been intended for and deemed by him sufficient delivery. *Ellis* v. *Secor,* 31 Mich. 185, 18 Am. Rep. 178; *Teague* v. *Abbot,* 51 Ind. App. 604, 100 N. E. 27; *Waite* v. *Grubbe,* 43 Ore. 406, 73 Pac. 206, 99 Am. St. Rep. 764. Most of the cases along this line, however, contain some element of symbolical delivery, as the handing over of a key, or, as in *Teague* v. *Abbot,* the delivery of the combination of a safe, and are not precisely in point as far as the instant case is concerned. In *Waite* v. *Grubbe, supra,* on which the court in the present case relies considerably, a gift *causa mortis* of buried money by the donor to his daughter was sustained by her acceptance at the time her father showed her the location of the money, and her acquisition after her father's death, the intent of the donor answering for the act of delivery. An examination of the cases cited in support of that holding reveals only one, or two at the most, in which the court was called upon to decide that the donor's intent plus acceptance and possession by the donee would dispense with the act of delivery. In *Fletcher* v. *Fletcher,* 55 Vt. 325, the donor announced in the presence of his family that he gave his carriage to his daughter. She subsequently took possession and used the vehicle, and this was held sufficient to sustain the gift. That case was not, however, a case of a gift *causa mortis,* but one *inter vivos.* It rather looks as though the courts have gone to unwarranted lengths in seeking to carry out the donor's intentions.

LANDLORD AND TENANT—COVENANTS RUNNING WITH THE LAND.—Plaintiff leased a creamery to X, who covenanted that he would operate the same as an "independent" creamery. X assigned the term to defendant who operated the creamery in combination with others, and plaintiff sued for damages. *Held,* that the covenant ran with the land and bound defendant. *First Nat'l Bank* v. *Klock Produce Co.* (Ore. 1917), 166 Pac. 955.

The decision in this case is in accord with the authorities, which hold that, there being the requisite privity of estate, a covenant in a lease that restricts or abridges some of the rights, privileges, or powers of the cove-